

United States Department of the Interior, Bureau of Land Management, Winnemucca Field Office
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DECISION RECORD/FINDING OF NO SIGNIFICANT IMPACTS

***BURNING MAN, AUGUST 28 TO SEPTEMBER 4, 2000
ENVIRONMENTAL ASSESSMENT NV-020-00-23***

DECISION

The Winnemucca Field Office, Bureau of Land Management, has completed review of a special recreation permit application from the Black Rock City L.L.C., to conduct the Burning Man 2000 event. The application and associated Environmental Assessment (EA) were reviewed pursuant to the "Recreation Regulations 43 CFR 8372. It is the decision of the authorized officer to authorize the Burning Man 2000 event and proceed with the Proposed Action at the Alternative 4 (Preferred Alternative) location. The event is to be located between the 1999 Burning Man site and the proposed action site, approximately 9 miles northeast of Gerlach, Nevada (see attached map). An access to this location will be constructed by BLM for use during the event this year. Ingress and egress to the 2000 event will be restricted to this constructed access. Future Burning Man events will be restricted to this site for a minimum of three years to provide sufficient time to monitor and quantify impacts resulting from this event and clean up and restore all past use sites..

Rationale

The impacts to the environment and natural resources have been determined to be temporary. Re-using the southern Black Rock Desert playa area is determined to have no significant adverse impacts to the environment. The rationale for this decision is as follows:

1. Substantial public concern was expressed over the proposed action location in terms of overlapping uses and use conflicts. This site will minimize conflicting uses.
2. Safety issues regarding other users (especially land sailors and the Union Pacific Railroad) are reduced or eliminated in this area.
3. There was substantial support indicated from residents in the adjacent community of Gerlach for the event to remain near their community.
4. The selected site combined with the additional access will minimize the potential displacement of other recreation users who come to the area and may not be familiar with the event.
5. Traffic safety concerns at the location of the new event entrance from County Road 34 to the playa will be minimized.

6. The central playa environment area will continue to be available for future known and unknown low-impact uses.
7. The selected site will preserve the central playa environment from adverse cumulative impacts (such as surface disruption, bumps, burn scars, and debris not found during post-event cleanup). While Black Rock City LLC cleanup performance has continued to improve, a satisfactory result has not been achieved. Restricting future events to this location will help to monitor and manage these adverse impacts.
8. The selected site provides Black Rock City LLC a primary entrance and use area to provide for public safety and security during the event. During the event the 3-Mile Entrance will be closed to public access. It will only be used by emergency medical services, certified law enforcement under the color of law, and the staffs of BLM and Black Rock City LLC. Non-event users will be directed to an alternate access at the 12 mile entrance. During setup and takedown periods Black Rock City LLC staff and the public will share the 3-Mile Entrance, however temporary closures by BLM may be required for safety reasons.
9. The stipulations attached to Special Recreation Permit NV-023-00-03 and described below provide sufficient measures to protect the human environment.
10. This site is located further north of the Union Pacific railroad tracks and the community of Gerlach and to an area that is drier than the 1999 location in regards to the water table and perpetual runoff from Granite Creek.
11. The event is consistent with existing land-use plans.
12. The event would not adversely impact any threatened or endangered species within the project area.
13. The project would not adversely affect or cause loss or destruction of significant scientific, cultural or historical resources.

FINDING OF NO SIGNIFICANT IMPACT

Based on the analysis of the Environmental Assessment, I have determined that the quality of the human environment will not be significantly impacted as a result of this decision. Preparation of an Environmental Impact Statement pursuant to Section 102 (2) (c) of NEPA is not required for the following reasons:

1. Sensitive resource values will not be adversely impacted with implementation of the Environmental Assessment.
2. There would be no adverse effect on threatened, endangered, or Nevada State Sensitive Species within the project area.
3. The project will not adversely affect or cause loss or destruction of significant scientific, cultural, or historical resources.
4. The selected alternative will not adversely affect public health or safety. Air Quality, water quality, or public access is not threatened. The project and its potential effects on the human environment are not highly uncertain and do not involve unique or unknown risks.

Authorized Officer Signature:

Les W. Boni, Assistant Field Manager

Date

SPECIAL STIPULATIONS

1. These stipulations incorporate the Burning Man Operations Plan. If there is a conflict between the Operations Plan and the stipulations listed below and attached to the permit, the stipulations shall rule.
2. Black Rock City LLC shall provide a member of their Board (on a rotation schedule) authorized to represent and act on its behalf on a continuous (24-hour) basis to coordinate with BLM, county law enforcement and other event cooperators as required on daily issues that require action.
3. If emergencies occur, the contingency plan will take effect, and Black Rock City LLC shall defer (and report to) county law enforcement who is responsible for the jurisdiction in which the emergency has taken place.

I. CULTURAL RESOURCES, NATIVE AMERICAN VALUES, PALEONTOLOGY

1. Event pits or holes exceeding one-foot-square or in diameter, and/or three feet deep shall be approved in advance by the authorized officer. Pits or holes will be identified by Black Rock City LLC to BLM no later than one week prior to the event on a map with GPS coordinates.
2. Test holes, in the areas identified on the map referred to in I. 1. above, to determine the possible presence of cultural resources, will be dug in the presence of a BLM archeologist.
3. All participants and support staff will be informed that collection, excavation or vandalism of archeological (prehistoric and/or historic) artifacts or sites are illegal on public lands. The Winnemucca Field Office authorized officer or his representative will be notified immediately upon discovery of archeological artifacts.
4. Black Rock City LLC shall comply with 43 CFR 7.18 and shall not make available to the public any information concerning the nature and location of any archaeological resource.
 - a. Black Rock City LLC must notify the authorized officer or his representative(s) immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony.
 - b. Further, Black Rock City LLC must stop all activities in the discovery vicinity and protect the discovery until event completion or until notified by the authorized officer to proceed.
5. No water or mud will be removed from hot springs located on public land.

II. AIR QUALITY

1. Fugitive dust suppression efforts on roads will be performed at a minimum of once daily by watering to keep fugitive road dust at a minimum during event operation and during and after event exit. On 9/5, all disturbed areas within the event site will be watered, including airstrip, and within the trash/security fence to fix fugitive dust to the playa surface. During post-event cleanup disturbed sites will be watered as needed to prevent fugitive dust. No chemicals will be used to control fugitive dust. Water without additives will be used for fugitive dust control.
2. Fugitive dust suppression efforts by watering will be used on the airport runway during the event as needed..
3. Burning of objects or structures that contain plastics and synthetics or any materials that release toxic fumes is prohibited. Black Rock LLC shall provide public education through the Burning Man website, radio stations, brochures and other literature to encourage compliance of this stipulation.

III. LAND USE, RESOURCE MANAGEMENT & ACCESS

1. The period of use authorized for this event will be 8/1-10/3/2000. Layout, surveying and flagging, will occur 8/1-8/14. Setup, construction of temporary facilities, fencing, placing temporary structures, will occur 8/15-8/27. The actual event occurs 8/28-9/4. Takedown and removal of all above ground material (those items that would pose a hazard to other playa users) will occur 9/5-9/19. The final phase of clean-up and restoration, removal of small debris, treatment of any burn scars and depressions from holes, will be completed by 10/3. No permanent structures will be constructed on public land.
2. Permittee shall install a 360E event perimeter/boundary trash fence and provide a 24-hour perimeter patrol within this fence during the event. Any accumulation of trash that appears to be imminently spilling over the fence or passing through a fence break will be collected. Fence breaks will be repaired immediately upon discovery. Prior to installations of any facilities, permittee will construct the southwest and southeast flanks of the perimeter fence to safely direct vehicular traffic around the site.
3. Permittee shall rotate the event perimeter as detailed in Map 5, keeping the event location between the historic trails.
4. Permittee shall make personnel available the following spring, after seasonal weathering, to re-inspect the site with BLM to determine any latent adverse impacts, such as pit depressions, bumps, depressions from roadways, ruts from vehicular traffic, or surfacing buried materials, to insure that the site is in pre-event condition. Specific tolerances of non-native debris will be determined by the authorized officer after consultation with Black Rock LLC.

5. Permittee shall ensure that organizers of each "Art Burn" responsible for implementing procedure for the complete clean up of each burn site, including but not limited to:
 - a. Removal of ash.
 - b. Removal of unburned material such as nails, screws, and glass.
 - c. Scarification and raking with a drag device to eliminate resulting burn scars.
 - d. All other scars or stains from burning activities on the clay silt will be treated the same as above.
 - e. Black Rock City LLC shall be responsible for any residual clean up required.
6. An extension for the completion of clean-up will be considered only if weather interferes with access to the site for clean up purposes. Permittee will make a written request to the authorized officer immediately if these conditions occur.
7. Black Rock City LLC shall repair any damage to playa access, BLM Roads, and county roads in the immediate vicinity of the event, attributable to the event or its participants, as determined by the authorized officer.
8. Unless authorized, digging of holes or pits is prohibited (see Cultural Resources Stipulation 1.), to prevent formation of post-event pit depressions, backfill dirt will be stored in containers, so that all dirt is retained, and backfill will be compacted in holes at event closure. Backfill dirt will be compacted with mechanical tampers at a depth of six-inch intervals to prevent formation of pit depressions. Permittee will monitor event to assure that no unauthorized holes are dug.
9. Dumpsters will be provided at the event site.
 - a. Black Rock City LLC is responsible for trash removal and cleanup. Trash will be contained and transported to the nearest landfill and deposited accordingly.
 - b. Dumpsters of a size and number sufficient to accommodate the event will be positioned at a site near event exit to facilitate smooth traffic flow from the event site.
 1. Dumpsters will be hauled when full to insure proper disposal and timely rotation of full versus empty containers.
 2. Permittee shall provide a presence at this location to insure that trash is placed in the containers.
 - c. Burying of waste material of any kind is not authorized.

10. Black Rock City LLC will continue to implement off-site clean up with trucks and crews during the event and following event completion.
 - a. Areas of special concern are County Road 34 from the "3-Mile" entrance to State Route 447, State Road 447 from Gerlach to Wadsworth, the towns of Gerlach and Empire, and along Smoke Creek Desert from Gerlach to Sutcliffe.
 - b. Trash collected will be properly disposed in an approved land fill.
11. Black Rock City LLC will inform staff and participants of the back country use ethic as reflected in the programs *Tread Lightly!* and *Leave No Trace* tailoring the concepts to fit a large city. Black Rock City LLC will assure *Tread Lightly* and *Leave No Trace* information is disseminated to personnel and participants in handouts, through Internet home page/website resources, and other communicative venues as available.
12. Black Rock City LLC shall assure that the entire event area is kept clean, that participants camp within designated areas, and that camping activity evidence is removed following event completion. Black Rock City LLC will use internal programs to encourage individual accountability.
13. Black Rock City LLC shall provide and post signs, as determined by the authorized officer.
14. Black Rock City LLC shall provide large, professional, reflective-lettered signs (approved by the BLM , with directional arrows and information to the public that the playa is open to playa recreational use in other than the event site area, and which also informs the public of alternate public access at 12-Mile during the event. These signs will be located at the northeast-bound lane of County Road 34 approaching the 3 Mile Entrance from Gerlach, and at the east-bound lane of County Road 34 approaching the 12 Mile Entrance from Hualapai Flat. In addition, Black Rock City LLC shall provide necessary signs informing the public of the 3-Mile road closure. All signs shall be approved by BLM and placed no later than three weeks prior to the event.
15. Black Rock City LLC shall provide large, professional, reflective-lettered signs depicting the route to the event access/exit and at the access/exit turnoff on County Road 34. Proposed sign designs will be presented to the authorized officer no later than three weeks (8/7/2000) prior to the event, for approval.
16. Black Rock City LLC will coordinate with appropriate agencies to comply with Nevada Department of Transportation regulations on any additional event entrances/exits and flagging that are approved by the authorized officer. Such entrances/exits will be completed by such date as set by the authorized officer.

17. No access roads or trails will be constructed without authorization in writing from the authorized officer.
18. During the event, Burning Man staff and support personnel will be restricted to the entrance/exit constructed by BLM. The 3-Mile entrance/exit will only be used in the event of contingency/emergency traffic.
19. Burning Man and BLM event management personnel and public information staffs will meet daily for coordination purposes.
20. Black Rock City LLC shall deliver a daily attendance reports to BLM at the daily meetings. Reports will consist of accurate counts of participants, staff and support personnel. Permittee shall submit a Post-Use Report to the BLM Winnemucca Field Office by 9/20/2000.
21. Information will be disseminated by event sponsors to participants to discourage travel to other Black Rock Desert areas during the event. Black Rock City LLC will participate in the interpretive education of the participants on historic trails values and significance.
22. Black Rock City LLC will inform BLM law enforcement representatives of unauthorized vendors discovered operating at the event, who are profiting.
23. An aircraft runway will be located outside the Black Rock City boundaries, with a taxiway leading to a separate pilot camping area.
 - a. Black Rock City LLC will assign an Aircraft Runway Manager, who will strictly control arrival and departure protocols, parking and overflight rules.
 - b. Black Rock City LLC will ensure communication with event-related aircraft.
 1. A Common Traffic Advisory Frequency (122.9 Mh) will inform pilots of landing pattern direction and safety information.
 2. This radio communication will be in effect 24 hours a day for the duration of the event.
 - c. The runway will be 5000 feet long by 60 feet wide and will be marked on the existing playa surface. No surface disturbance is authorized.
 - d. The runway will be used by participants only, and be limited to single and twin piston engine, fixed wing aircraft. No cargo or supply shipments will be allowed.
 - e. The runway will be delineated with cones and monitored by law enforcement and event runway manager(s) to keep out pedestrians and vehicles. The cones will be removed at event completion.
 - f. An aviation windsock will be erected on a 20-foot steel pole and flown to provide pilots with a visual reference for wind speed and direction. The pole will be imbedded into the ground and removed at event completion.
 - g. Numbers at both ends of the runway will indicate compass bearing and help define the runway boundaries. These numbers will be painted on the playa surface using a calcium

- carbonate/water suspension. At event completion, the playa surface containing the numbers will be raked or scarified to obliterate the numbers.
- h. Black Rock City LLC will meet all necessary requirements of the Nevada Department of Transportation and the Federal Aviation Agency concerning the runway operation, to include submission of Notices to Airmen (NOTAMS) as appropriate.
 - i. Black Rock City LLC shall report to FAA authorities and military bases of any non-event aircraft operating in an unsafe manner.
24. Black Rock City LLC acknowledges that this authorization may be amended only by a written document duly authorized and executed by both grantor and permittee. No oral agreements or understandings will have any effect on this authorization unless in writing.
25. Fees
- Fee payments* will occur in five installments:
- | | | | | |
|----|----------------|---------------------------------|-------|-----------------|
| 1. | Installment 1: | 1/28/00 | | \$15,000 (Paid) |
| 2. | Installment 2: | Within two days of permit issue | | \$31,640 |
| 3. | Installment 3: | 8/1/00 | | \$93,480 |
| 4. | Installment 4: | 8/25/00 | | \$93,480 |
| 5. | Installment 5: | 09/20/00 | | \$233,200 |
- *Failure to make timely payments will result in permit probation
26. As part of this authorization, by 12/1/2000, Black Rock City LLC shall provide to BLM a comprehensive plan outlining its proposal to clean up debris and burn scars which are extant or have surfaced at the 1995, 1996, 1998, 1999 and 2000 sites to pre-event standards. A site visit (before and after) will be conducted with Black Rock LLC.
27. Black Rock LLC will continue researching methods to mitigate the development of burn scars and continue developing methods and techniques for effectively treating human-induced playa impacts. For the 2000 event the use of corrugated steel panels or fire bricks to protect the playa surface will be tested at a variety of art burn sites.
28. The location approved for the 2000 event will be utilized by Black Rock LLC for the Burning Man event for a minimum of three years, beginning in 2000.

IV. PUBLIC SAFETY & EVENT SECURITY

1. Black Rock City LLC will implement a controlled substance use policy. This policy will be posted and maintained on all public information boards, relayed to participants through periodic radio broadcasts. The illegal substance policy as identified in the “Burning Man 2000 Operations Plan” will be observed.
1. Black Rock City LLC will assume responsibility for public safety and health during all phases of the event, including, but not limited to the following:
 - a. Emergency medical personnel and facilities provided by persons associated with the event.
 - b. Inspecting the permitted area for any existing or new hazardous conditions, e.g., changing weather conditions or other hazards that present risks.
 - c. Coordination with appropriate County and State health departments, and the Black Rock City LLC toilet contractor, to provide the proper amount of toilets for the peak anticipated 2000 event population.
 1. A contingency plan for additional toilets will be in place in case the anticipated population exceeds estimates.
 2. A minimum of two toilets each will be located in the communities of Gerlach and Empire to reduce impacts on local sewer systems.
 3. Toilet locations will be coordinated with the communities involved.
 - d. Water used for public bathing (including water stored in portable wading pools) and/or drinking will first be approved (certified) by the Nevada Bureau of Health Protection Services and Washoe/Pershing County District Health Department.
 - e. Because of the time factor importance in filing claims; permittee, participant and visitor protection; Black Rock City LLC will immediately report to their insurance company and BLM any incident before, during or after the event that could possibly result in a claim at a later date.
2. Burying or discharge of waste material, including grey and black water, is prohibited.
3. Black Rock City LLC shall provide state-certified emergency services at the event. The minimum types of medical personnel will be state-certified paramedics.
4. Black Rock City LLC/Burning Man will abide by fire restriction orders, except for the following as officially approved by Black Rock City LLC in coordination with BLM: official art burns/ fireworks events, Burning Man-supplied fire pans and fire barrels. If fire restriction orders are in effect, no open flames are permitted within 1,000 feet of edge areas with vegetation, such as the event access from County Road 34. Black Rock City LLC will take reasonable precautions to suppress brush and grass fires at the event access from County Road 34.

5. The uses of personal fireworks or sale of fireworks are prohibited. A sign, design of which will be approved by the authorized officer in writing, stating this will be prominently placed at the site entrance by 8/27/2000. Black Rock City LLC will take reasonable precautions to prevent the sale and/or distribution of fireworks.
6. Only fireworks and pyrotechnics planned, scheduled and approved by Black Rock City LLC in coordination with law enforcement are permitted. Use of, or causing to be used, any unapproved explosive(s), or firing and incendiary device(s), is prohibited.
7. Black Rock City LLC and "art burn" organizers must coordinate with the event fire contractor and law enforcement points-of-contact prior to burns. Black Rock City LLC shall prepare and deliver to the event I.C. and appropriate emergency services and law enforcement personnel a detailed schedule of sanctioned fireworks and art burn events no later than 12 hours prior to each event/burn. The schedule will include a detailed description and timing list of each event/burn and the name of the person responsible. This schedule will be reviewed at the daily meeting.
8. Operation of motorized vehicles within the event area is prohibited, with the following exceptions: participant arrival at the event and departure following event completion, art vehicles registered with Burning Man; Black Rock City LLC staff and support, BLM, medical, law enforcement, or firefighting vehicles.
 - a. Black Rock City LLC shall place a heavy emphasis on bicycles and pedestrian traffic within the event boundary fence.
 - b. "Art Cars" shall be registered with Burning Man/Black Rock City LLC and must provide evidence of registration at all times.
9. Aircraft are prohibited from landing on the playa for five miles in all directions from the event boundary during the event, with the exception of an authorized Burning Man landing strip for Burning Man clientele, law enforcement and emergency medical services.
10. During the event period, possession of firearms will be prohibited within the event site. Discharge of firearms will be prohibited for two miles in all directions from the event boundary.
11. With the exception of county, state and federal certified law enforcement personnel under the color of law, possession of firearms is prohibited during the event inside the fence. Black Rock City LLC will place an entrance sign to this effect, approved by the authorized officer no later than 8/27/2000.
12. During the event period, with the exception of an authorized "pilot camp" and BLM-authorized event management related camps, public camping will be prohibited in a nine square mile area encompassing the event.

13. Signs and lighting will be installed at prominent or strategic locations around the event and fenced entry approach road to forewarn playa travelers of safety hazards and the event ahead.
14. During heavy traffic periods (prior to, during exit, and after the event) to keep traffic moving steadily, Black Rock City LLC will coordinate with the Nevada Department of Transportation for traffic control at County Road 34 entrances/exits, the intersection of State Road 447 and County Road 34 "Y," and towns of Gerlach and Empire.
15. Caution signs and lighting will be placed along County Road 34 in both directions out from the event access to forewarn travelers of traffic safety hazards and the event ahead.
16. Black Rock City LLC will provide "Slippery When Wet" traffic symbols or coordinate with appropriate county and state transportation representatives for signs and placement immediately upon rain, where exit traffic uses County Road 34 and State Road 447 or other locations as needed.
17. During event exit traffic following burning of the "Man," Black Rock City LLC will ensure coordination with appropriate law enforcement agencies to facilitate the exit process.
18. Black Rock City LLC shall cooperate in the implementation of an incident command system (ICS), and shall defer to the Pershing County Sheriff, who will serve as IC for emergencies under any condition including those that would cause event termination (heavy rain, natural disaster, social unrest).
 - a. Emergency services would be implemented to:
 1. Respond with emergency disaster procedures and/or
 2. Respond with crowd control procedures.
 - b. All individuals, vehicles and property that could safely evacuate the event area would be compelled to exit the event/ area by the best route available.
 - c. If an environmental problem occurred, requiring event shutdown and/or evacuation
 1. All individuals and vehicles that could be safely evacuated would receive assistance from available participating agencies.
 2. At such time as favorable conditions permit, a reasonable time frame would be established by Incident Command in consultation with BLM management to facilitate safe removal of people, vehicles and event property.
 3. A second time frame would be developed by BLM management to facilitate total event area cleanup and final closeout inspection.
 - d. If a breakdown of social structure occurred, and crowd control procedures are implemented:
 1. All individuals and vehicles that could be safely evacuated would receive assistance from participating agencies, as available.
 2. The incident commander would determine when the situation/ conditions were contained and controlled and thus allow a resumption of event activities or event

- shutdown and exit.
- 3. At such time as favorable conditions permit, a reasonable time frame would be determined by incident command in consultation with BLM management to facilitate safe removal of people, vehicles and event property.
- 4. A second time frame would be developed by BLM management to facilitate total event area cleanup and final closeout inspection.
- e. Information regarding Burning Man emergency procedures will be disseminated by the Burning Man Website, the *Burning Man Survival Guide*, the Burning Man Greeter function, the Black Rock City Radio Station and, if needed, other event radio stations.
- 20. Black Rock City LLC shall provide a minimum two structural/brush-type fire engines, National Wildfire Coordinating Group (NWCG) type 3-6, from an approved independent contractor. The contractor must meet NWCG or NWSA (National Wildfire Suppression Association) standards for personnel and equipment. These fire engines will be strategically placed within Black Rock City as determined necessary by the Black Rock City LLC fire contractor.
- 21. Black Rock City LLC shall provide state certified flaggers to control exiting traffic at junctions of event access and County Road 34 and County Road 34 and State Route 447.
- 22. Permittee shall obtain a permit from the Nevada Department of Transportation to control traffic at junction of County Road 34 and State Route 447, and shall assure that flagging operation at junction of event access and County Road complies with Washoe County standards and regulations.